

APPENDIX D

**EPA AND NSEW CORPORATION'S AGREEMENT AND
COVENANT NOT TO SUE**

**GURLEY PESTICIDE BURIAL SITE
SELMA, NORTH CAROLINA**

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 4

IN THE MATTER OF:
GURLEY PESTICIDE BURIAL
SUPERFUND SITE

UNDER THE AUTHORITY OF THE
COMPREHENSIVE ENVIRONMENTAL
RESPONSE, COMPENSATION, AND
LIABILITY ACT OF 1980, 42 U.S.C.
§ 9601, et seq., as amended.

NCD 986172526
Docket Number: CER-04-2002-3758

AGREEMENT AND COVENANT
NOT TO SUE, WITH NSEW
CORPORATION

I. INTRODUCTION

This Agreement and Covenant Not to Sue ("Agreement") is made and entered into by and between the United States on behalf of the Environmental Protection Agency ("EPA") and NSEW Corporation ("Settling Respondent") (collectively the "Parties").

This Agreement is entered into pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9601, et seq. and the authority of the Attorney General of the United States to compromise and settle claims of the United States.

The Gurley Pesticide Burial Superfund Site ("Site") comprises approximately 103 acres and is located in Selma, Johnston County, North Carolina. It is a former chemical fertilizer production facility and pesticide burial area. NSEW Corporation proposes to purchase the Site.

The Parties agree to undertake all actions required by the terms and conditions of this Agreement. The purpose of this Agreement is to settle and resolve, subject to reservations and limitations contained in Sections VII, VIII, IX, and X, the potential liability of the Settling Respondent for the Existing Contamination at the Property which would otherwise result from Settling Respondent becoming the owner of the Property.

The Parties agree that the Settling Respondent's entry into this Agreement, and the actions undertaken by the Settling Respondent in accordance with the Agreement, do not constitute an admission of any liability by the Settling Respondent.

The resolution of this potential liability, in exchange for provision by the Settling Respondent to EPA of a substantial benefit, is in the public interest.

II. DEFINITIONS

Unless otherwise expressly provided herein, terms used in this Agreement which are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations, including any amendments thereto.

1. "EPA" shall mean the United States Environmental Protection Agency and any successor departments or agencies of the United States.
2. "Existing Contamination" shall mean:
 - a. any hazardous substances, pollutants or contaminants present or existing on or under the Property as of the effective date of this Agreement;
 - b. any hazardous substances, pollutants or contaminants that migrated from the Property prior to the effective date of this Agreement; and
 - c. any hazardous substances, pollutants or contaminants presently at the Site that migrate onto or under or from the Property after the effective date of this Agreement.
3. "Parties" shall mean the United States on behalf of EPA and the Settling Respondent.
4. "Property" shall mean that portion of the Site, encompassing approximately 103 acres, located west of Interstate Highway I-95, in Selma, Johnston County, North Carolina, and

described in Exhibit 1 of this Agreement.

5. "Settling Respondent" shall mean NSEW Corporation, a North Carolina Corporation.

6. "Site" shall mean the Gurley Pesticide Burial Superfund Site, located in Selma, Johnston County, North Carolina, and depicted generally on the map attached as Exhibit 2. The Site shall include the Property, and all areas to which hazardous substances and/or pollutants or contaminants, have come to be located.

7. "United States" shall mean the United States of America, its departments, agencies, and instrumentalities.

III. STATEMENT OF FACTS

8. The Gurley Site comprises approximately 103 acres and is a former chemical fertilizer production facility and pesticide burial area. Prior owners and/or operators of the Site include Mobil Oil Corporation ("Mobil") and its predecessor corporation, Illinois Cereal Mills ("ICM"), Gurley Milling Company, which subsequently changed its name to Gurley's, Inc., Magnolia Land Company, and Mr. and Mrs. Raymond Gurley. The Site is not listed on the National Priorities List ("NPL").

In 1990, North Carolina's Department of Environment, Health and Natural Resources ("NC-DEHNR") issued its Preliminary Assessment of the Site. During 1994 to 1998, various removal actions were performed. On September 28, 1998, EPA entered into an Administrative Order on Consent for an RI/FS with Mobil and ICM (Administrative Order on Consent, Docket # 98-26-C, dated September 28, 1998). Currently, Mobil and ICM are conducting the RI for the Site.

On April 16, 1993, Raymond Gurley (d/b/a Western Auto Seed Division d/b/a Raymond Gurley Seed) filed a petition for relief under Chapter 11 of the Bankruptcy Act, which converted to Chapter 7 on December 2, 1993, in the United States Bankruptcy Court (E.D. N.C.). The Trustee commenced an adversary proceeding against the Debtor, and the Debtor's discharge was denied on December 29, 1994. The Trustee also obtained ownership of the Magnolia Land Company, and thus title to the Property. Pursuant to an "Order on Private Sale of Real Property Free and Clear of Liens," dated August 14, 2001, entered by the United States Bankruptcy Court (E.D. N.C.), the Bankruptcy Trustee undertook to sell the Property on November 13, 2001. Mr. Al Daniel agreed to purchase the Property for \$200,000. Pursuant to the Order on Private Sale of Real Property Free and Clear of Liens, EPA will receive 1/3 of the net sale price.

The Settling Respondent represents, and for the purposes of this Agreement EPA relies on those representations, that Settling Respondent has had no involvement with the Site other than its purchase of the Site Property at the auction.

IV. PAYMENT

9. In consideration of and in exchange for the United States' Covenant Not to Sue in Section VIII herein, EPA shall be paid the sums required by the "Order on Private Sale of Real Property Free and Clear of Liens," dated August 14, 2001, entered by the United States Bankruptcy Court (E.D. N.C.). Such payment shall be made within 30 days of the effective date of this Agreement. All payments required by this Agreement and the Order on Private Sale of Real Property Free and Clear of Liens, shall be made in the form of a certified check or checks made payable to "EPA Hazardous Substance Superfund," referencing the EPA Region 4, EPA Docket number set forth in the caption above, and Site/Spill ID#A431, DOJ case number 90-11-

2-07506, and name and address of Settling Respondent. All payments should be sent to the following address:

U.S. Environmental Protection Agency - Region 4
Superfund Accounting
P.O. Box 100142
Atlanta, Georgia, 30384
Attn: Collection Officer in Superfund

10. Notice of payment shall be sent to those persons listed in Section XV (Notices and Submissions) and to EPA Region 4 Financial Management Officer at this address:

Paula V. Batchelor
CERCLA Program Services Branch
Waste Management Division
U.S. Environmental Protection Agency - Region 4
61 Forsyth Street, S.W.
Atlanta, Georgia 30303.

11. Amounts due and owing pursuant to the terms of this Agreement but not paid in accordance with the terms of this Agreement shall accrue interest at the rate established pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), compounded on an annual basis.

V. ACCESS/NOTICE TO SUCCESSORS IN INTEREST

12. Commencing upon the date that it acquires title to the Property, Settling Respondent agrees to provide to EPA its authorized officers, employees, representatives, and all other persons performing response actions under EPA oversight, including but not limited to ICM and/or Mobil, an irrevocable right of access at all reasonable times to the Property and to any other property to which access is required for the implementation of response actions at the Site, to the extent access to such other property is controlled by the Settling Respondent, for the purposes of performing and overseeing response actions at the Site under federal law. EPA agrees to provide reasonable notice to the Settling Respondent of the timing of response actions

to be undertaken at the Property. Notwithstanding any provision of this Agreement, EPA retains all of its access authorities and rights, including enforcement authorities related thereto, under CERCLA, the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, ("RCRA") et. seq., and any other applicable statute or regulation, including any amendments thereto.

13. With respect to any Property owned or controlled by the Settling Respondent that is located within the Site, within 15 days after the effective date of this Agreement or the date of acquisition of any Property, whichever date is later, the Settling Respondent shall submit to EPA for review and approval a notice to be filed with the Recorder's Office, or Registry of Deeds, or other appropriate office, for Selma, Johnston County, North Carolina, which shall provide notice to all successors-in-title that the Property is part of the Site, that EPA is investigating the Site, that potentially responsible parties have entered a Consent Order requiring the RI/FS, and that a remedy for the Site may be selected in the future. Such notice(s) shall identify the EPA Region 4 Docket Number. The Settling Respondent shall record the notice(s) within 10 days of EPA's approval of the notice(s). The Settling Respondent shall provide EPA with a certified copy of the recorded notice(s) within 10 days of recording such notice(s).

14. The Settling Respondent shall ensure that assignees, successors in interest, lessees, and sublessees of the Property shall provide the same access and cooperation. The Settling Respondent shall ensure that a copy of this Agreement is provided to any current lessee or sublessee on the Property as of the effective date of this Agreement and shall ensure that any subsequent leases, subleases, assignments or transfers of the Property or an interest in the Property are consistent with this Section, and Section XI (Parties Bound/Transfer of Covenant),

of the Agreement.

VI. DUE CARE/COOPERATION

15. The Settling Respondent shall exercise due care at the Site with respect to the Existing Contamination and shall comply with all applicable local, State, and federal laws and regulations. The Settling Respondent recognizes that the implementation of response actions at the Site may interfere with the Settling Respondent's use of the Property, and may require closure of its operations or a part thereof. The Settling Respondent agrees to cooperate fully with EPA in the implementation of response actions at the Site and further agrees not to interfere with such response actions. EPA agrees, consistent with its responsibilities under applicable law, to use reasonable efforts to minimize any interference with the Settling Respondent's operations by such entry and response. In the event the Settling Respondent becomes aware of any action or occurrence which causes or threatens a release of hazardous substances, pollutants or contaminants at or from the Site that constitutes an emergency situation or may present an immediate threat to public health or welfare or the environment, Settling Respondent shall immediately take all appropriate action to prevent, abate, or minimize such release or threat of release, and shall, in addition to complying with any applicable notification requirements under Section 103 of CERCLA, 42 U.S.C. §9603, or any other law, immediately notify EPA of such release or threatened release. The Settling Respondent recognizes that the implementation of the RI/FS at the Site is taking place and being performed by ICM and/or Mobil, and that in the future a remedy may be selected by EPA and implemented by EPA, ICM and/or Mobil.

VII. CERTIFICATION

16. By entering into this agreement, the Settling Respondent certifies that to the best of its knowledge and belief it has fully and accurately disclosed to EPA all information known to Settling Respondent and all information in the possession or control of its officers, directors, employees, contractors and agents which relates in any way to any Existing Contamination or any past or potential future release of hazardous substances, pollutants or contaminants at or from the Site and to its qualification for this Agreement. The Settling Respondent also certifies that to the best of its knowledge and belief it has not caused or contributed to a release or threat of release of hazardous substances or pollutants or contaminants at the Site. If the United States determines that information provided by Settling Respondent is not materially accurate and complete, the Agreement, within the sole discretion of the United States, shall be null and void and the United States reserves all rights it may have.

VIII. UNITED STATES' COVENANT NOT TO SUE

17. Subject to the Reservation of Rights in Section IX of this Agreement, upon payment of the amount specified in Section IV (Payment), of this Agreement, the United States covenants not to sue or take any other civil or administrative action against Settling Respondent for any and all civil liability for injunctive relief or reimbursement of response costs pursuant to Sections 106 or 107(a) of CERCLA, 42 U.S.C. §§ 9606 or 9607(a) with respect to the Existing Contamination.

IX. RESERVATION OF RIGHTS

18. The covenant not to sue set forth in Section VIII above does not pertain to any matters other than those expressly specified in Section VIII (United States' Covenant Not to Sue).

The United States reserves and the Agreement is without prejudice to all rights against Settling Respondent with respect to all other matters, including but not limited to, the following:

- (a) claims based on a failure by Settling Respondent to meet a requirement of this Agreement, including but not limited to Section IV (Payment), Section V (Access/Notice to Successors in Interest), Section VI (Due Care/Cooperation), and Section XIV (Payment of Costs);
- (b) any liability resulting from past or future releases of hazardous substances, pollutants or contaminants, at or from the Site caused or contributed to by Settling Respondent, its successors, assignees, lessees or sublessees;
- (c) any liability resulting from exacerbation by Settling Respondent, its successors, assignees, lessees or sublessees, of Existing Contamination;
- (d) any liability resulting from the release or threat of release of hazardous substances, pollutants or contaminants, at the Site after the effective date of this Agreement, not within the definition of Existing Contamination;
- (e) criminal liability;
- (f) liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessment incurred by federal agencies other than EPA; and
- (g) liability for violations of local, State or federal law or regulations.

19. With respect to any claim or cause of action asserted by the United States, the Settling Respondent shall bear the burden of proving that the claim or cause of action, or any part thereof, is attributable solely to Existing Contamination.

20. Nothing in this Agreement is intended as a release or covenant not to sue for any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which the United States may have against any person, firm, corporation or other entity not a party to this Agreement.

21. Nothing in this Agreement is intended to limit the right of EPA to undertake future response actions at the Site or to seek to compel parties other than the Settling Respondent to perform or pay for response actions at the Site. Nothing in this Agreement shall in any way restrict or limit the nature or scope of response actions which may be taken or be required by EPA in exercising its authority under federal law. Settling Respondent acknowledges that it is purchasing Property where response actions may be required.

X. SETTLING RESPONDENT'S COVENANT NOT TO SUE

22. In consideration of the United States' Covenant Not To Sue in Section VIII of this Agreement, the Settling Respondent hereby covenants not to sue and not to assert any claims or causes of action against the United States, its authorized officers, employees, or representatives with respect to the Site or this Agreement, including but not limited to, any direct or indirect claims for reimbursement from the Hazardous Substance Superfund established pursuant to the Internal Revenue Code, 26 U.S.C. § 9507, through CERCLA Sections 106(b)(2), 111, 112, 113, or any other provision of law, any claim against the United States, including any department, agency or instrumentality of the United States under CERCLA Sections 107 or 113 related to the Site, or any claims arising out of response activities at the Site, including claims based on EPA's oversight of such activities or approval of plans for such activities.

23. The Settling Respondent reserves, and this Agreement is without prejudice to,

actions against the United States based on negligent actions taken directly by the United States, not including oversight or approval of the Settling Respondent's plans or activities, that are brought pursuant to any statute other than CERCLA or RCRA and for which the waiver of sovereign immunity is found in a statute other than CERCLA or RCRA. Nothing herein shall be deemed to constitute preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).

XI. PARTIES BOUND/TRANSFER OF COVENANT

24. This Agreement shall apply to and be binding upon the United States, and shall apply to and be binding upon the Settling Respondent, its officers, directors, and employees. The United States' Covenant Not to Sue in Section VIII and Contribution Protection in Section XVIII shall apply to Settling Respondent's officers, directors, or employees to the extent that the alleged liability of the officer, director, or employee is based on its status and in its capacity as an officer, director, or employee of Settling Respondent, and not to the extent that the alleged liability arose independently of the alleged liability of the Settling Respondent. Each signatory of a Party to this Agreement represents that he or she is fully authorized to enter into the terms and conditions of this Agreement and to legally bind such Party.

25. Notwithstanding any other provisions of this Agreement, all of the rights, benefits and obligations conferred upon Settling Respondent under this Agreement may be assigned or transferred to any person with the prior written consent of EPA in its sole discretion.

26. The Settling Respondent agrees to pay the reasonable costs incurred by EPA to review any subsequent requests for consent to assign or transfer the benefits conferred by this Agreement.

27. In the event of an assignment or transfer of the Property or an assignment or transfer of an interest in the Property, the assignor or transferor shall continue to be bound by all the terms and conditions, and subject to all the benefits, of this Agreement except as EPA and the assignor or transferor agree otherwise and modify this Agreement, in writing, accordingly. Moreover, prior to or simultaneous with any assignment or transfer of the Property, the assignee or transferee must consent in writing to be bound by the terms of this Agreement including but not limited to the certification requirement in Section VII of this Agreement in order for the Covenant Not to Sue in Section VIII to be available to that party. The Covenant Not To Sue in Section VIII shall not be effective with respect to any assignees or transferees who fail to provide such written consent to EPA.

XII. DISCLAIMER

28. This Agreement in no way constitutes a finding by EPA as to the risks to human health and the environment which may be posed by contamination at the Property or the Site nor constitutes any representation by EPA that the Property or the Site is fit for any particular purpose.

XIII. DOCUMENT RETENTION

29. The Settling Respondent agrees to retain and make available to EPA all business and operating records, contracts, Site studies and investigations, and documents relating to operations at the Property, for at least ten years, following the effective date of this Agreement unless otherwise agreed to in writing by the Parties. At the end of ten years, the Settling Respondent shall notify EPA of the location of such documents and shall provide EPA with an opportunity to copy any documents at the expense of EPA.

XIV. PAYMENT OF COSTS

30. If the Settling Respondent fails to comply with the terms of this Agreement, including, but not limited to, the provisions of Section IV (Payment), of this Agreement, it shall be liable for all litigation and other enforcement costs incurred by the United States to enforce this Agreement or otherwise obtain compliance.

XV. NOTICES AND SUBMISSIONS

31. Whenever, under the terms of this Agreement, written notice is required to be given or a report or other document is required to be sent by one Party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing. All notices and submissions shall be considered effective upon receipt, unless otherwise provided.

As to the United States:

Samantha Urquhart-Foster
Remedial Project Manager
U.S. EPA Region 4
Waste Management Division
61 Forsyth Street
Atlanta, GA 30303

Greg Armstrong
Enforcement Project Manager
EPA Region 4
Cost Recovery Section
61 Forsyth Street
Atlanta, GA 30303

As to Settling Respondent:

NSEW Corporation
P.O. Box 398
Selma, North Carolina 27576

Bill Cozart
Gibbins, Cozart
P.O. Box 1119
Wilson, North Carolina 27893
Phone: (252) 243-3171
Facsimile (252) 243-0410

XVI. EFFECTIVE DATE

32. The effective date of this Agreement shall be the date upon which EPA issues written notice to the Settling Respondent that EPA has fully executed the Agreement after review of and response to any public comments received.

XVII. TERMINATION

33. If any Party believes that any or all of the obligations under Section V (Access/Notice to Successors in Interest) are no longer necessary to ensure compliance with the requirements of the Agreement, that Party may request in writing that the other Party agree to terminate the provision(s) establishing such obligations; provided, however, that the provision(s) in question shall continue in force unless and until the party requesting such termination receives written agreement from the other party to terminate such provision(s).

XVIII. CONTRIBUTION PROTECTION

34. With regard to claims for contribution against Settling Respondent, the Parties hereto agree that the Settling Respondent is entitled to protection from contribution actions or claims as provided by CERCLA Section 113(f)(2), 42 U.S.C. § 9613(f)(2) for matters addressed in this Agreement. The matters addressed in this Agreement are all response actions taken or to

be taken and response costs incurred or to be incurred by the United States or any other person for the Site with respect to the Existing Contamination.

35. The Settling Respondent agrees that with respect to any suit or claim for contribution brought by it for matters related to this Agreement it will notify the United States in writing no later than 60 days prior to the initiation of such suit or claim.

36. The Settling Respondent also agrees that with respect to any suit or claim for contribution brought against it for matters related to this Agreement it will notify in writing the United States within 10 days of service of the complaint on them.

XIX. EXHIBITS

37. Exhibit 1 shall mean the description of the Property which is the subject of this Agreement.

38. Exhibit 2 shall mean the map depicting the Site.

XX. PUBLIC COMMENT

39. This Agreement shall be subject to a thirty-day public comment period, after which EPA may modify or withdraw its consent to this Agreement if comments received

//

//


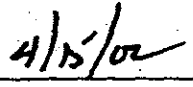
//

disclose facts or considerations which indicate that this Agreement is inappropriate, improper or inadequate.

IT IS SO AGREED:

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

BY:

J. I. Palmer, Jr.
Regional Administrator
U.S. EPA - Region 4

Date

IT IS SO AGREED:

UNITED STATES DEPARTMENT OF JUSTICE

BY:

WALKER SMITH

Principal Deputy Chief, Environmental Enforcement Section

Environment and Natural Resources Division

U.S. Department of Justice

IT IS SO AGREED:

NSEW Corporation

BY:

Signature: _____

Date: _____

3-26-02

Name: _____

William F. Dow

Title: _____

PR & S.

All that certain tract of land lying in and near Selma, in the County of Johnston, and the State of North Carolina, bounded on the east by the right of way of the Southern Railroad, on the north by the right of way of the Seaboard Coastline Railroad, on the south by the Interstate Highway 95 and on the west by NC Highway 2103, and being more particularly described as follows:

BEGINNING at a stake at the intersection of the southern margin of the right of way of the Seaboard Coastline Railroad and the western margin of the right of way of the Southern Railroad, and runs along the western margin of the right of way of the Southern Railroad South 50 deg 54' East a distance of 112.00 feet to a stake; thence South 39 deg 06' West a distance of 150.00 feet to a stake; thence South 50 deg 54' East a distance of 148.50 feet to a stake; thence North 39 deg 06' East a distance of 150 feet to a stake in the western margin of the right of way of the Southern Railroad; thence along the western margin of said right of way South 50 deg 54' East a distance of 879.50 feet to a stake; thence along the right of way of the Southern Railroad Spur Track South 13 deg 03' West a distance of 293.70 feet to a stake; thence South 39 deg 06' West a distance of 349.80 feet to a stake; thence South 50 deg 54' East a distance of 190.00 feet to a stake; thence North 33 deg 16' East a distance of 125.20 feet to a stake; thence North 23 deg 46' East a distance of 173.80 feet to a stake in the southern margin of the Southern Railroad right of way; thence South 60 deg 34' East a distance of 1009.00 feet to a stake; thence South 60 deg 13' West a distance of 100.96 feet to a stake in the western margin

EXHIBIT

of the right of way of Interstate Highway 95; thence along the western margin of said right of way South 64 deg 13' West a distance of 255.00 feet; thence continuing along the western margin of said right of way South 57 deg 31' West a distance of 201.31 feet to a stake; thence continuing along the western margin of said right of way South 64 deg 13' West a distance of 1794.06 feet to a stake corner; thence North 85 deg 48' West a distance of 304.56 feet to a stake in the center of North Carolina Highway 2383 known as Preston Street Extension, the southernmost corner of this tract; thence along the center of said highway or street North 06 deg 45' East a distance of 1898.80 feet to a stake in the center of Preston Street in the Town of Selma, North Carolina; thence North 37 deg 22' East a distance of 30.00 feet to an iron stake in the eastern margin of Preston Street; thence continuing along said line North 37 deg 31' East a distance of 648.10 feet to an iron stake; thence North 52 deg 28' West a distance of 64.00 feet to an iron stake in the southern margin of the right of way of the Seaboard Coastline Railroad Company; thence along the Southern margin of said right of way North 53 deg 02' East a distance of 409.20 feet to an iron stake, the point of beginning, containing 102.358 acres, more or less. There is excepted from the foregoing tract the right of way of NC Highway 2383 along the western margin of this tract.

LESS AND EXCEPT the following strip lying within the right of way of Gurley Street:

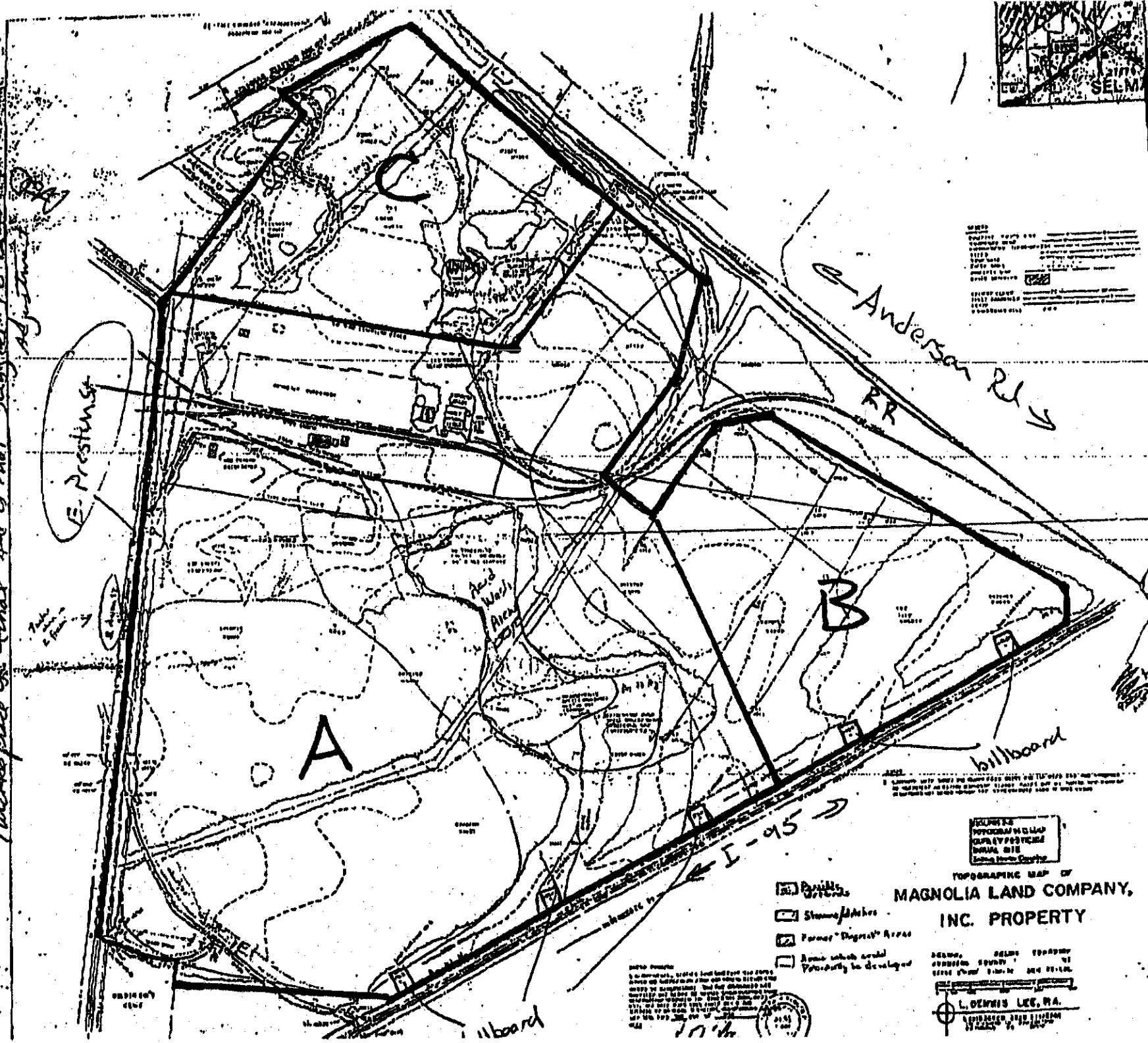
BEGINNING at a stake set at the intersection of the centerlines of Gurley Road and Preston Street and the line runs thence as the old line North 37 deg 32' East 360.00 feet to a stake, a corner in the new line; thence with the new line South 51 deg 15' East 17.37 feet to an iron stake set at the intersection of the centerlines of Raymond Street and Gurley Street; thence as the centerline of Gurley Street South 38 deg 36' 18" West 360.00 feet to an iron stake; thence North 51 deg 15' West 5.63 feet to the point and place of beginning, and containing a fractional part of an acre.

LESS AND EXCEPT also the following described property:

BEGINNING at an iron stake set in the centerline of NCSR 2383, the southwestern corner of The "G" Co., Inc., property, and the line runs thence with the centerline of said road North 06 deg 45' East 171.26 feet to a stake, a new corner; thence a new line South 53 deg 40' 45" East 185.39 feet to a stake, another new corner; thence North 88 deg 30' 16" East 65.70 feet to an iron stake, another new corner; thence South 06 deg 47' 13" West 54.16 feet to a stake which marks the corner between the lands of The "G" Co., Inc., Sam Crocker, and the Johnston County Shrine Club Holding Corporation; thence with the Shrine Club line North 83 deg 47' 11" West 239.87 feet to the point and place of beginning, and containing 0.43 acres, more or less, according to a plat and survey by Ragsdale Consultants, P.A., dated July 1, 1982, and styled "Survey for Johnston County Shrine Club Holding Corporation."

Purchaser is buying parcels A, B, C only and understands that this drawing is a topographical representation only and is not a boundary survey. Purchaser is aware that this drawing is not a final and is not subject to adjustment.

TOTAL P. 6.



EXHIBIT

- ☒ Parcels
- ☒ Streets/Highways
- ☒ Former "Dugout" Areas
- ☐ Areas which could potentially be developed

TOPOGRAPHIC MAP OF
MAGNOLIA LAND COMPANY, INC. PROPERTY

DATE: 1974
BY: L. DENNIS LEE, P.A.
L. DENNIS LEE, P.A.
1000 10th Street, N.W.
Atlanta, Georgia 30309